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12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 STATE OF NEVADA,) CASE NO.: A-24-895050-B
15) DEPT NO.: 31
16 Plaintiff,)
17)
18 vs.)
19)
20 JOHNSON & JOHNSON,)
21)
22) BUSINESS COURT REQUESTED
23 Defendant.) ARBITRATION EXEMPTION—Action in Equity

24 **CONSENT JUDGMENT**

25 Plaintiff State of Nevada (“Plaintiff”) has filed a Complaint for a permanent
26 injunction and other relief in this matter pursuant to Nevada Revised Statute (“NRS”)
27 Chapter 598 alleging that Defendant Johnson & Johnson (“Defendant”) committed
28 violations of the Nevada’s Deceptive Trade Practices Act. Plaintiff, by its counsel, and
29 Defendant, by its counsel, have agreed to the entry of this Consent Judgment. (“Consent
30 Judgment”) by the Court without trial or adjudication of any issue of fact or law, and
31 without finding or admission of wrongdoing or liability of any kind.

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1 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

2 **PARTIES**

3 1.1 The State of Nevada is the Plaintiff in this case. The Attorney General and
4 Consumer Advocate for the State of Nevada, are charged with, among other things, the
5 responsibility of enforcing NRS 598, Nevada’s Deceptive Trade Practices Act.

6 1.2 Johnson & Johnson is the Defendant in this case and engaged in trade or
7 commerce in the State of Nevada. Defendant is a New Jersey company with executive
8 offices located at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933.

9 **FINDINGS**

10 2.1 This Court has jurisdiction over the subject matter of this lawsuit and over
11 all Parties and venue is proper before this Court.

12 2.2 The terms of this Consent Judgment shall be governed by the laws of the
13 State of Nevada.

14 2.3 Entry of this Consent Judgment is in the public interest and reflects a
15 negotiated agreement among the Parties.

16 2.4 The Parties have agreed to resolve Plaintiff’s allegations and claims against
17 Defendant resulting from the Covered Conduct by entering into this Consent Judgment.

18 2.5 Defendant is willing to enter into this Consent Judgment regarding the
19 Covered Conduct in order to resolve Plaintiff’s allegations and claims against Defendant
20 under NRS 598 as to the matters addressed in this Consent Judgment and thereby avoid
21 significant expense, inconvenience, and uncertainty associated with their adjudication.

22 2.6 Defendant is entering into this Consent Judgment solely for the purpose of
23 settlement, and nothing contained herein may be taken as or construed to be an
24 admission or concession of any violation of law, rule, or regulation, or of any other matter
25 of fact or law, or of any liability or wrongdoing, all of which Defendant expressly denies.

26 2.7 This Consent Judgment shall not be construed or used as a waiver or
27 limitation of any defense otherwise available to Releasees in any other action, or of
28 Releasees’ right to defend from, or make any arguments in, any private individual action,

1 class claims or suits, or any other governmental or regulatory action or public forum
2 relating to the subject matter or terms of this Consent Judgment. This Consent
3 Judgment is made without trial or adjudication of any issue of fact or law or finding of
4 liability of any kind. Notwithstanding the foregoing, Plaintiff may file an action to
5 enforce the terms of this Consent Judgment.

6 2.8 It is the intent of the Parties that this Consent Judgment not be admissible
7 in other cases nor be binding on Releasees or Releasors in any respect other than in
8 connection with the enforcement of this Consent Judgment by the Parties.

9 2.9 No part of this Consent Judgment shall create a private cause of action or
10 confer any right on any third party for enforcement of this Judgment/Order or violation of
11 any federal or state statute. This Consent Judgment and its contents are not intended for
12 use by any third party for any purpose, including submission to any court for any purpose
13 except for enforcement by the Parties, or unless otherwise ordered by a court of
14 competent jurisdiction.

15 2.10 This Consent Judgment (or any portion thereof) shall in no way be construed
16 to (i) prohibit Defendant from making any representation, or taking any action, required
17 under federal law or regulations, or (ii) require Defendant to take any action prohibited
18 by federal law or regulation.

19 **DEFINITIONS**

20 The following definitions shall be used in construing this Consent Judgment:

21 3.1 "Claims" shall mean any and all civil (i.e., non-criminal) claims, demands,
22 actions, suits, causes of action, damages, fines, penalties, parens patriae claims, and
23 liabilities and monetary impositions of any nature, as well as costs, expenses, and
24 attorneys' fees, whether known or unknown, suspected or unsuspected, accrued or
25 unaccrued, whether legal, equitable, statutory, regulatory, or administrative that (i)
26 directly or indirectly are based on or arise out of the Covered Conduct and (ii) relate to
27 the properties, purity, or safety of talcum powder.

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1 3.2 “Covered Conduct” shall mean any Promotional and marketing practices,
2 sales, and/or dissemination of information to consumers and/or Health Care Providers
3 (HCPs) made, performed, conducted, directed or engaged in by any of the Releasees
4 regarding Covered Products up to the Effective Date.

5 3.3 “Covered Products” shall mean baby and body powder products and cosmetic
6 powder products manufactured, marketed, Promoted, distributed, and/or sold by
7 Defendant or any J&J-Related Entity in the United States that contain talcum powder,
8 including, but not limited to, Johnson’s Baby Powder and Johnson & Johnson’s Shower to
9 Shower.

10 3.4 “Effective Date” shall mean the date on which a copy of the Consent
11 Judgment is approved and entered by this Court after its execution and submission by
12 the Parties.

13 3.5 “Health Care Provider” or “HCP” shall mean any physician or other health
14 care practitioner, who is licensed to provide health care services.

15 3.6 “J&J-Related Entities” means any and all of Defendant’s past or current
16 affiliates, subsidiaries, divisions, parent companies, predecessors, or successors,
17 including, but not limited to, Johnson & Johnson Consumer Inc., Johnson & Johnson
18 Consumer Companies Inc., Janssen Pharmaceuticals, Inc., Janssen Research &
19 Development LLC, Johnson & Johnson Holdco (NA) Inc., LTL Management LLC, LLT
20 Management, LLC, and Kenvue Inc.

21 3.7 “Multistate Executive Committee” shall mean the Attorneys General and
22 their staffs representing Arizona, Florida, Illinois, Maryland, New York, North Carolina,
23 Ohio, Oregon, Texas, and Washington.

24 3.8 “Multistate Working Group” shall mean the Attorneys General and their
25 staffs representing Alabama, Alaska, Arizona, Arkansas, California, Colorado,
26 Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois,
27 Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan,
28 Minnesota, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New York, North

1 Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Dakota, Texas,
2 Utah, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

3 3.9 “Other Official” shall mean any other [State] entity, official, or public or
4 governmental entity within [State] with authority to bring Claims on behalf of [State] or
5 on behalf of or in the name of the people of [State]. “Other Official” does not include a
6 person or entity if the Signatory Attorney General lacks power or authority under Nevada
7 law to release or dismiss Claims of that person or entity as to the Claim at issue.

8 3.10 “Other Released Person(s)” means the entities identified on Exhibit 1 to this
9 Judgment/Order.¹

10 3.11 “Parties” shall mean the Defendant and Plaintiff.

11 3.12 “Promotional,” “Promoting,” “Promoted,” or “Promote” shall mean
12 representations made to consumers, HCPs, patients, and/or other customers, and other
13 practices intended to increase sales or that attempt to influence consumers, patients
14 and/or other customers, and/or the recommendation practices of HCPs in the United
15 States, including direct-to-consumer marketing.

16 3.13 “Releasees” shall mean Defendant, J&J-Related Entities, and any Other
17 Released Persons.

18 3.14 “Releasers” shall mean (1) the Signatory Attorney General; and (2) [State],
19 to full extent of the Signatory Attorney General’s authority under [State] law to release or
20 dismiss Claims, if any.

21 3.15 “Signatory Attorney General” shall mean the Attorney General of the State
22 of Nevada, including his authorized designees or successors, who has executed this
23 Consent Judgment on behalf of Plaintiff.

24 3.16 “State Consumer Protection Laws” shall mean the consumer protection laws
25 cited in Footnote 2 under which the Multistate Working Group conducted an
26

27 ¹ Defendant represents and warrants to Plaintiff that each of these entities is a third party retailer that
28 sold old Johnson & Johnson Consumer Inc.’s talc-containing products or a third party to which the
Defendant has indemnification obligations. Other Released Persons are released only to the extent of each
Other Released Persons’ indemnification or contribution claim against Defendant and J&J Related Entities.

1 investigation regarding the Covered Conduct and from which the Multistate Amount and
2 the matters addressed in this Judgment/Order arise.²

3 3.17 “Subsidiary” or “Subsidiaries” shall mean only Defendant’s current
4 subsidiaries as of the Effective Date.

5 **COMPLIANCE PROVISIONS**

6 4.1 Defendant, for itself and each of its Subsidiaries, together with each of their
7 respective officers, agents, servants, employees, and any other person or entity in active
8 concert or participation with any of them, whether acting directly or indirectly through
9 any corporation, company, partnership, trust, entity, subsidiary, affiliate, division, or
10 other device, hereby agrees, represents, and warrants that they:

- 11 (a) ceased the manufacturing, marketing, Promotion, sale, and distribution of
12 all Covered Products in the United States and, as of the Effective Date, has
13 not resumed the manufacture, marketing, Promotion, sale or distribution of
14 any Covered Products in the United States; and

15 ² ALABAMA – Ala. Code § 8-19-1, et seq.; ALASKA – Alaska Unfair Trade Practices and Consumer Protection
16 Act, AS 45.50.471 et seq.; ARIZONA - A.R.S. §§44-1521 to -1534; ARKANSAS – The Arkansas Deceptive
17 Trade Practices Act, Ark. Code Ann. § 4-88-101 et. seq.; CALIFORNIA – California Business & Professions
18 Code Sections 17200 et seq. and 17500 et seq.; COLORADO – C.R.S. § 6-1-105 et seq.; CONNECTICUT –
19 Conn Gen Stat. sec 42-110a; DELAWARE – 6 Del. C. §§ 2511 et seq.; DISTRICT OF COLUMBIA – D.C. Code
20 § 28-3901 et seq.; FLORIDA – Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida
21 Statutes; GEORGIA – Georgia Fair Business Practices Act, O.C.G.A. § 10-1-390 et seq. (“FBPA”); HAWAII –
22 Haw. Rev. Stat. § 480-2(a) and Haw. Rev. Stat. Chpt. 481A; IDAHO –I.C. § 48-601 et seq.; ILLINOIS – 815
23 ILCS 505/1 et seq.; INDIANA – Ind. Code § 24-5-0.5, et seq.; IOWA - Iowa Code Section 714.16; KANSAS -
24 Kansas Consumer Protection Act, K.S.A. 50-623 et seq.; KENTUCKY – KRS 367.170; MAINE – 5 M.R.S.A. §
25 205-A et seq.; MARYLAND - Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 to -
26 501 (2013 Repl. Vol. & 2023 Supp.); MASSACHUSETTS – G.L.c. 93A; MICHIGAN – MCL 445.901 et seq.;
27 MINNESOTA – Minn. Stat. section 325F.69 (Minnesota Prevention of Consumer Fraud Act); Minn. Stat.
28 section 325D.45 (Minnesota Uniform Deceptive Trade Practices Act); MONTANA – MCA 30-14-101 et al;
NEBRASKA – Consumer Protection Act N.R.S. section 59-1601 et seq. and the Uniform Deceptive Trade
Practices Act N.R.S. section 87-301 et seq.; NEVADA – Nevada Deceptive Trade Practices Act, NRS 598.0903,
et seq.; NEW HAMPSHIRE – NH RSA § 358-A; NEW JERSEY – N.J.S.A. 56:8-1 to -229 The New Jersey
Consumer Fraud Act; NEW YORK – N.Y. Exec. Law Section 63(12) and G.B.L. Sections 349 and 350; NORTH
CAROLINA – N.C.G.S. § 75-1.1 et seq.; NORTH DAKOTA – N.D.C.C. ch. 51-15; OHIO – Consumer Sales
Practices Act, R.C. 1345.01 et seq.; OKLAHOMA – 15 O.S. § 751 et seq.; OREGON – Oregon Unlawful Trade
Practices Act, Or. Rev. Stat. § 646.605 et seq.; RHODE ISLAND – R.I. Gen. Laws § 6-13.1-1, et seq.; SOUTH
DAKOTA – SDCL ch. 37-24; TEXAS – Texas Deceptive Trade Practices—Consumer Protection Act, Tex. Bus.
& Com. Code §§ 17.41–17.63; UTAH – Utah Code § 13-11-1, et seq.; VERMONT – The Vermont Consumer
Protection Act, 9 V.S.A. §§ 2451 et. seq.; VIRGINIA – Virginia Consumer Protection Act (“Consumer
Protection Act”), Va. Code §§ 59.1-196 through 59.1-207; WASHINGTON – RCW 19.86; WEST VIRGINIA –
W. Va. Code, § 46A-1-101; and WISCONSIN – Wis. Stat. § 100.18(1).

1 (b) will not manufacture, market, Promote, sell or distribute any Covered
2 Products in the United States either directly, or indirectly through any third
3 party.

4 PAYMENT

5 5.1 Except as otherwise provided for herein, each Party will be responsible for
6 its own costs, expenses, and attorneys' fees.

7 5.2 Defendant shall pay the members of the Multistate Working Group
8 collectively a total amount of Seven Hundred Million Dollars, (\$700,000,000.00)
9 ("Multistate Amount"), of which the Signatory Attorney General shall receive Six Million
10 One Hundred Thirty-One Thousand Two Hundred Forty-Five Dollars and Twenty Cents
11 (\$6,131,236.22), (the "Settlement Amount"), as specified more fully in Exhibit 2. The
12 Multistate Amount shall be paid in four installments, each payable as directed by the
13 Signatory Attorney General, with installments due as follows: (i) One Hundred and
14 Seventy-Five Million Dollars (\$175,000,000.00) by July 30, 2024; (ii) One Hundred and
15 Seventy-Five Million Dollars (\$175,000,000.00) by July 30, 2025; (iii) One Hundred and
16 Seventy-Five Million Dollars (\$175,000,000.00) by July 30, 2026; and (iv) One Hundred
17 and Seventy-Five Million Dollars (\$175,000,000.00) by July 30, 2027, as specified in
18 Exhibit 2. Accordingly, Defendant shall pay Plaintiff the Settlement Amount as follows:
19 (i) One Million Five Hundred Twenty-Five Thousand Eight Hundred and Sixty-Six
20 Dollars and Five Cents (\$1,525,866.05) by July 30, 2024; (ii) One Million Five Hundred
21 Thirty-Five Thousand One Hundred Twenty-Three Dollars and Third-Nine Cents
22 (\$1,535,123.39) by July 30, 2025; (iii) One Million Five Hundred Thirty-Five Thousand
23 One Hundred Twenty-Three Dollars and Thirty-Nine Cents (\$1,535,123.39) by July 30,
24 2026; and (iv) One Million Five Hundred Thirty-Five Thousand One Hundred Twenty-
25 Three Dollars and Thirty-Nine Cents (\$1,535,123.39) by July 30, 2027, as specified in
26 Exhibit 2. If this Judgment/Order is not entered by the Court more than thirty (30) days
27 prior to the due date for the first installment, the due date for the first installment shall
28 be thirty (30) days from the Effective Date, with the due dates for the subsequent

1 installments remaining unchanged. If Defendant fails to make any of the forgoing
2 installment payments when due in accordance with this Paragraph 5.2 and Paragraph
3 5.4 below, the entire unpaid balance of the Settlement Amount shall become immediately
4 due and payable. Payment of the Settlement Amount is being made in return for all the
5 representations, warranties, and obligations set forth in this Judgment/Order, including
6 but not limited to the release provided in Section VIII below for Defendant, both
7 individually and for the other Releasees.

8 5.3 Each of the Parties acknowledges, agrees and understands that, for purposes
9 of Section 162(f) of the Internal Revenue Code, the Settlement Amount may be used at
10 the sole discretion of the Signatory Attorney General for any lawful purpose, including
11 restitution, and subject to any applicable laws of the State of Nevada, and the Signatory
12 Attorney General will file an IRS Form 1098 indicating how it was used. The payment to
13 the Nevada State Attorney General shall be deposited into the Nevada Consumer
14 Protection Administrative Fund to be used for consumer protection and efforts to prevent
15 fraud, including, without limitation, education, investigation, enforcement and litigation,
16 consistent with the purposes of that fund and the Consumer Protection Legal Fund, at
17 the sole discretion of the Nevada Attorney General by and through the Consumer
18 Advocate.

19 5.4 As part of the consideration for this Consent Judgment, Defendant agrees,
20 warrants, and represents that:

- 21 a) Defendant is solvent as of the Effective Date and will not be rendered
22 insolvent by its payment of the Settlement Amount pursuant to the payment
23 schedule set forth above in Paragraph 5.2;
- 24 b) All funds used to pay the Settlement Amount will, at the time of the transfer
25 directed by the Signatory Attorney General pursuant to Paragraph 5.2
26 above, be the exclusive property of Defendant free from any lien, claim, or
27 right by anyone else in or to any portion thereof, including, but not limited
28 to, the J&J-Related Entities and Other Released Persons; and

1 c) Defendant will not file, pursue, or support, whether directly or indirectly,
2 any action, proceeding, or claim that seeks to delay, recover, avoid, or offset
3 any payment of the Settlement Amount (including those already made or
4 scheduled to be paid pursuant to the payment schedule in Paragraph 5.2
5 above), for any reason, or based on any claim or theory.

6 **INDEMNIFICATION AND DEFENSE**

7 6.1 Defendant shall promptly and fully pay the Settlement Amount in strict
8 accordance with Section V above, including, without limitation, the payment schedule in
9 Paragraph 5.2 above and the source and nature of the funds in Paragraph 5.4(b) above,
10 and Defendant shall indemnify, defend, and hold Plaintiff and the Signatory Attorney
11 General (the "Indemnitees") harmless from and against any and all actions, claims,
12 proceedings, judgments, orders, turnovers, offsets, encumbrances, losses, costs, and
13 expenses (including, without limitation, reasonable attorneys' fees) that arise from, are
14 based upon, or relate to any avoidance or recovery (as a preference, fraudulent
15 conveyance or transfer, or otherwise) of all or any portion of the Settlement Amount
16 (regardless of the payee or the source, nature, or allocation of the funds used) by another
17 person or entity (including, without limitation, a trustee, a committee, or a debtor in
18 possession).

19 6.2 In the event an Indemnatee becomes aware of a demand, claim, action, or
20 proceeding that would give rise to indemnification pursuant to Paragraph 6.1 above (an
21 "Indemnification Claim"), the Signatory Attorney General shall promptly provide notice
22 to the Defendant of the same.

23 6.3 After being notified of an Indemnification Claim, Defendant agrees to pay
24 the applicable Indemnatee outside counsel fees and expenses reasonably necessary to
25 defend and/or resolve the Indemnification Claim and also to cooperate and assist in that
26 defense and/or resolution; provided, however, that Defendant's payment obligations
27 hereunder shall not extend to more than one outside counsel firm (other than necessary
28 local counsel) without Defendant's written consent, and that Plaintiff and Defendant

1 prompt dismissal of any and all Released Claims in an action brought or maintained by
2 an Other Official asserting such Released Claims against Defendant and J&J-Related
3 Entities. Plaintiff also agrees it will not oppose any effort by any of the Releasees to
4 secure the prompt dismissal of any and all Released Claims in an action brought or
5 maintained by an Other Official asserting such Released Claims against any of the
6 Releasees.

7 8.2 The release in Paragraph 8.1 is intended by the Parties to be broad and shall
8 be interpreted such that the Releasors are giving the Releasees the broadest possible bar
9 against any liability as to the Released Claims. Except as otherwise provided for herein,
10 this Consent Judgment shall be a complete bar to any Released Claims.

11 8.3 Claims Not Covered. Notwithstanding any term of this Consent Judgment,
12 specifically reserved and excluded from the release in Paragraph 8.1 above as to any
13 entity or person, including Releasees, are any and all of the following:

- 14 a) Any criminal liability that any person or entity, including Releasees, has or
15 may have to the State of Nevada;
- 16 b) Any civil or administrative liability that any person or entity, including
17 Releasees, has or may have to the State of Nevada not expressly covered by
18 the release in Paragraph 8.1 above, including, but not limited to, any and all
19 of the following claims:
- 20 i. State or federal antitrust violations;
 - 21 ii. State false claims violations;
 - 22 iii. State Medicaid fraud or abuse claims (whether common law, statutory
23 or otherwise) and/or kickback violations (this release also does not
24 affect or limit the State's subrogation interest under federal law or
25 state law with regards to claims by individuals who were/are enrolled
26 in State Medicaid programs);
 - 27 iv. State or federal tax violations;
 - 28 v. State or federal environmental violations;

- 1 vi. State or federal securities violations; and
2 vii. Claims to enforce the terms and conditions of this Consent Judgment,
3 including, but not limited to, Defendant's obligations in Section V
4 above regarding payment of the Settlement Amount and related
5 indemnification in Section VI above;
- 6 c) Any claims individual consumers have or may have, including, but not
7 limited to, claims for personal injury and/or claims under State Consumer
8 Protection Laws.
- 9 d) Any claims of any kind against any persons or entities that are not expressly
10 included in the definition of Releasees in Paragraph 3.13 above.

11 8.4 Nothing contained in this Consent Judgment shall be taken or construed as
12 relieving Defendant or any of the other Releasees of any obligations they may have under
13 any other judgment, order, assurance of voluntary compliance, or agreement relating to
14 any product or conduct.

15 **MOST FAVORED NATIONS PROVISION**

16 9.1 **Most Favored Nation Provision.** If Defendant or any of its Subsidiaries
17 enters into any settlement agreement with any state that is not a member of the
18 Multistate Working Group "Non-Settling State") within twelve (12) months after the
19 Effective Date that resolves claims similar to the Released Claims on payment terms that
20 are more favorable to such Non-Settling State than the payment terms of this Consent
21 Judgment, then Plaintiff, individually or collectively with other Multistate Working
22 Group states, may seek review, pursuant to Paragraph 9.3, of the overall payment terms
23 of this Consent Judgment so that such Plaintiff may obtain overall payment terms at
24 least as favorable as those obtained by such Non-Settling State.

25 9.2 For purposes of Paragraph 9.1 above,

- 26 a) the "overall payment terms" paid to a Non-Settling State are more favorable

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1 than those paid to the Plaintiff if: the 2024 present dollar value³ of all
2 settlement payments to the Non-Settling State, divided by the number of
3 units of Covered Products sold in that Non-Settling State for which the sales
4 records of Defendant and its Subsidiaries are available to the Multistate
5 Working Group, is greater than 1.29968, representing the 2024 dollar
6 present value (\$656,977,401.49) of the Multistate Amount (\$700,000,000)
7 divided by the number of units of Covered Products sold in the Multistate
8 Working Group states for which the sales records of Defendant and its
9 Subsidiaries are available to the Multistate Working Group (505,491,271).

- 10 b) Claims by a Non-Settling State are “similar” to the Released Claims if, after
11 replacing the Non-Settling State’s Attorney General for the Signatory
12 Attorney General in the definition of Released Claims, the Non-Settling
13 State’s claims would be included under the definition of Released Claims.

14 9.3 If Defendant or any of its Subsidiaries enters into a settlement with a Non-
15 Settling State involving claims similar to the Released Claims, it shall provide a copy of
16 the settlement agreement or relevant consent judgment within thirty (30) days of the
17 effective date of such settlement to Plaintiff and the Multistate Executive Committee.

- 18 (a) If Plaintiff believes that the overall payment terms of an agreement between
19 Defendant (or its Subsidiary) and a Non-Settling State are more favorable
20 than those in this Consent Judgment, Defendant and Plaintiff shall engage
21 in the following process:

- 22 i. Plaintiff shall provide notice, within sixty (60) calendar days of the
23 date on which Plaintiff receives the settlement agreement or consent
24 judgment, to Defendant of its intent to seek revision of this Consent
25 Judgment to be modified to provide payment terms that are, on an
26 overall basis, as favorable as those obtained by the Non-Settling

27 ³ For purposes of Section IX, the 2024 present dollar value of payments made in 2025 or later to the
28 Multistate Working Group states and to any Non-Settling States will be discounted at a rate of 4.4% per
year, compounded annually.

1 State. Such notice shall be confidential and not disclosed publicly to
2 the extent allowed by law and shall state, in detail, the basis for the
3 Plaintiff's belief that it is entitled to a modification of this Consent
4 Judgment.

5 ii. Defendant shall, within thirty (30) calendar days of receipt of the
6 Plaintiff's notice, provide a response to the Plaintiff, explaining its
7 position, in detail, as to whether the Plaintiff is entitled to more
8 favorable overall payment terms than those provided for in this
9 Consent Judgment.

10 iii. In the event Plaintiff and Defendant do not reach agreement as to the
11 application of Paragraph 9.1 above, Plaintiff may seek judicial review
12 from the Court as to the applicability of Paragraph 9.1 above and
13 modification of Defendant's financial obligations thereunder if
14 warranted. The Court's review shall be limited to whether the overall
15 payment terms to the Non-Settling State are more favorable than
16 those to Plaintiff, as defined in Paragraph 9.2(a) above, and if so, the
17 sum to be paid to Plaintiff to eliminate such disparity.

18 9.4 This Section IX does not apply to, and there is no ability for Plaintiff to seek
19 or obtain revision of this Consent Judgment based on, any Non-Settling State's
20 agreement with Defendant or its Subsidiaries that is entered into with: (a) a Non-Settling
21 State that has advanced litigation against Defendant or its Subsidiaries beyond the point
22 at which one or more claims has survived a motion to dismiss or (b) a Non-Settling State
23 that has obtained any court order or judicial determination that grants judgment (in
24 whole or in part) following a bench trial or a jury trial against Defendant or its
25 Subsidiaries.

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1 **ADDITIONAL PROVISIONS**

2 10.1 Nothing in this Consent Judgment shall be construed to authorize or require
3 any action by Defendant or any of the other Releasees in violation of applicable federal,
4 state, or other laws.

5 10.2 The Consent Judgment may be modified by a written stipulation of the
6 Parties, once the stipulation is approved by and becomes a judgment of the Court, or by
7 court proceedings resulting in a modified judgment of the Court.

8 10.3 The Defendant shall not cause or encourage any third party, nor knowingly
9 permit any third party acting on the behalf of Defendant, to engage in any practice from
10 which Defendant is prohibited by this Consent Judgment.

11 10.4 The acceptance of this Consent Judgment by Plaintiff shall not be deemed
12 approval by the State of Nevada of the past, present, or future advertising or business
13 practices of Defendant or any of the other Releasees. Further, neither Defendant nor
14 anyone acting on its behalf shall state or imply, or cause to be stated or implied, that
15 Nevada or any other governmental unit of Nevada has approved, sanctioned or
16 authorized any past, present, or future practice, act, advertisement, or conduct of
17 Defendant or any of the other Releasees.

18 10.5 Any failure by either Party to this Consent Judgment to insist upon the
19 strict performance by the other party of any of the provisions of this Consent Judgment
20 shall not be deemed a waiver of any of the provisions of this Consent Judgment, and such
21 Party, notwithstanding such failure, shall have the right thereafter to insist upon the
22 specific performance of any and all of the provisions of this Consent Judgment.

23 10.6 This Consent Judgment represents the full and complete terms of the
24 settlement entered into by the Parties. In any action undertaken by either of the Parties,
25 no prior version of this Consent Judgment and no prior versions of any of its terms that
26 were not entered by the Court in this Consent Judgment, may be introduced for any
27 purpose whatsoever. This Consent Judgment and each of its constituent provisions were
28 jointly drafted by counsel for the Parties and any ambiguities herein shall not be

1 construed against either Party.

2 10.7 This Court retains jurisdiction of this Consent Judgment and the Parties for
3 the purpose of construction, enforcement, and modification of this Consent Judgment and
4 for the purpose of granting such additional relief as may be necessary and appropriate.

5 10.8 This Consent Judgment may be executed in counterparts, and a facsimile or
6 .pdf signature shall be deemed to be, and shall have the same force and effect as, an
7 original signature.

8 10.9 Any notice provided by either Party under this Consent Judgment to the
9 other shall be in writing and provided to the other Party via email and Overnight Mail,
10 return receipt requested, using the following information specified below, or such other
11 information as may be specified by either Party in accordance with this Paragraph 10.9:

12 Defendant:

13 Daniel Suvor
14 O'Melveny & Myers
15 400 South Hope Street
16 Los Angeles, CA 90071
17 Phone: (213) 430-6000
dsuvor@omm.com

18 Plaintiff/State of Nevada Signatory Attorney General:

19 For Nevada, any notices or other documents sent to the Nevada Attorney General
20 pursuant to the Assurance, shall be sent to the email address provided below (preferred),
21 or, by United States Mail, Certified Return Receipt Requested, or other nationally
22 recognized courier service that provides tracking services and identification of the person
23 signing for the documents.

24 **For the NEVADA ATTORNEY GENERAL:**

25 Office of the Attorney General
26 Bureau of Consumer Protection
27 100 N. Carson St.
28 Carson City, NV 89701
E-mail: BCPMSReports@ag.nv.gov

For Defendant Johnson & Johnson:

By:

/s/ Daniel Suvor
Daniel Suvor
O'Melveny & Myers

/s/ Jeffery A. Bendavid
Jeffery A. Bendavid, Esq. (Bar No. 6220)
BENDAVID LAW, Local Counsel

Date: June 6, 2024

Exhibit 1

List of Other Released Persons	
1	7-Eleven, Inc. and all affiliated entities
2	Ahold Delhaize Usa, Inc. and all affiliated entities
3	Albertson's Companies, Inc. and all affiliated entities
4	Associated Wholesale Grocers, Inc. and all affiliated entities
5	Bashas' Inc. and all affiliated entities
6	Bausch Health Companies Inc. and all affiliated entities
7	BCW, LLC and all affiliated entities
8	Beauty Land Enterprises/Beautyland and all affiliated entities
9	Best Market of Astoria, Inc. and all affiliated entities
10	Bi-Mart Corporation and all affiliated entities
11	BJ's Wholesale Club, Inc. and all affiliated entities
12	C&S Wholesale Grocers, Inc. and all affiliated entities
13	Classic Pharmacy and all affiliated entities
14	Cosentino's Food Stores and all affiliated entities
15	Costco Wholesale Corporation and all affiliated entities
16	CVS Pharmacy, Inc. and all affiliated entities
17	Cyprus AMAX Minerals Company and all affiliated entities
18	Cyprus Mines Corporation, and all affiliated entities
19	Demoulas Super Markets, Inc. and all affiliated entities
20	Dierbergs Market and all affiliated entities
21	Discount Drug Mart, Inc. and all affiliated entities
22	Dollar Tree Stores, Inc. and all affiliated entities
23	F.W. Woolworth Co. and all affiliated entities
24	Fleming Companies, Inc. and all affiliated entities
25	Foodland Super Market, LTD. and all affiliated entities
26	Four B Corp., d/b/a Balls Food Stores and all affiliated entities
27	Fruth Pharmacy and all affiliated entities
28	Gelson's Markets and all affiliated entities
29	Gerland's Food Fair, LLC. and all affiliated entities
30	Giant Eagle, Inc. and all affiliated entities
31	Good Food Holdings, LLC and all affiliated entities
32	Grocery Outlet Holding Corp. and all affiliated entities
33	HAC, Inc. and all affiliated entities
34	Heb Grocery Company, LP and all affiliated entities
35	HSBC Finance Corp. and all affiliated entities
36	Hy-vee, Inc. and all affiliated entities
37	Imerys S.A., and all affiliated entities
38	Imerys Talc America, Inc.
39	Imerys Talc Canada Inc.
40	Imerys Talc Vermont, Inc.
41	Janssen Pharmaceuticals, Inc.
42	Janssen Research & Development, LLC
43	Johnson & Johnson Consumer Inc.
44	Johnson & Johnson Holdco (NA) Inc.
45	Kenvue Inc.
46	Kings Pharmacy Holdings, LLC and all affiliated entities
47	Kolmar Laboratories, Inc. and all affiliated entities
48	La Luz Market Ltd. Co. and all affiliated entities
49	Lewis Food Town, Inc. d/b/a Gerlands Grocery Stores and all affiliated entities
50	Marc Glassman, Inc. and all affiliated entities
51	MBF Healthcare Holdings, Inc.
52	MBF Healthcare Management, LLC
53	Meijer, Inc. and all affiliated entities
54	Navarro Discount Pharmacies
55	New Seasons Market, LLC and all affiliated entities
56	Owens & Minor, Inc. and all affiliated entities
57	Personal Care Products Council
58	Piggly Wiggly, LLC and all affiliated entities
59	PTI Royston, LLC and all affiliated entities
60	PTI Union LLC and all affiliated entities
61	Publix Super Markets, Inc. and all affiliated entities
62	Raley's and all affiliated entities
63	Rio Tinto America, Inc., and all affiliated entities
64	Rite Aid Corporation and all affiliated entities
65	Rouse's Enterprises, LLC and all affiliated entities
66	Save Mart Supermarkets, Inc. and all affiliated entities
67	Schnuck Markets, Inc. and all affiliated entities
68	Sedano's Market, Inc. and all affiliated entities
69	Shanti Pharmacy Corp. and all affiliated entities
70	Southeastern Grocers and all affiliated entities
71	Stater Bros. Markets and all affiliated entities
72	Super Center Concepts, Inc. d/b/a Superior Grocers and all affiliated entities
73	Supervalu, Inc. and all affiliated entities
74	T. Levy Associates, Inc. and all affiliated entities
75	Target Corporation and all affiliated entities
76	The Bartell Drug Company and all affiliated entities
77	The Kroger Company and all affiliated entities
78	The Stop and Shop Supermarket Company, LLC and all affiliated entities
79	Thrifty White Drug and all affiliated entities
80	Valeant Pharmaceuticals Int. and all affiliated entities
81	Wakefern Food Corporation and all affiliated entities
82	Walgreen Co. and all affiliated entities
83	Walmart Inc. and all affiliated entities
84	Wegmans Food Markets, Inc. and all affiliated entities
85	Winn-Dixie Stores and all affiliated entities
86	Those entities identified on Schedules I and II of the Joint Chapter 11 Plan of Reorganization filed in <i>In re Imerys Talc America, Inc., et al</i> , No. 19-10289, Dkt. 1714 (D. Del. May 15, 2020).

Exhibit 2

Multistate Amount	\$700,000,000.00
Multistate Costs Reimbursement	\$1,055,314.05 (year 1)
Multistate Amount After Costs	\$698,944,685.95

(A) State	Total Payment Due	Payment Due 7/30/2024	Payment Due 7/30/2025	Payment Due 7/30/2026	Payment Due 7/30/2027
Alabama	\$13,458,975.00	\$3,349,502.79	\$3,369,824.07	\$3,369,824.07	\$3,369,824.07
Alaska	\$3,145,614.15	\$782,841.45	\$787,590.90	\$787,590.90	\$787,590.90
Arizona	\$15,466,308.21	\$3,849,063.00	\$3,872,415.07	\$3,872,415.07	\$3,872,415.07
Arkansas	\$12,716,700.92	\$3,164,774.84	\$3,183,975.36	\$3,183,975.36	\$3,183,975.36
California	\$78,055,841.33	\$19,425,569.84	\$19,543,423.83	\$19,543,423.83	\$19,543,423.83
Colorado	\$14,383,390.60	\$3,579,559.90	\$3,601,276.90	\$3,601,276.90	\$3,601,276.90
Connecticut	\$9,273,125.22	\$2,307,780.42	\$2,321,781.60	\$2,321,781.60	\$2,321,781.60
Delaware	\$4,945,711.03	\$1,230,827.23	\$1,238,294.60	\$1,238,294.60	\$1,238,294.60
District of Columbia	\$3,051,110.51	\$759,322.55	\$763,929.32	\$763,929.32	\$763,929.32
Florida	\$48,172,599.16	\$11,988,599.08	\$12,061,333.36	\$12,061,333.36	\$12,061,333.36
Georgia	\$24,143,123.33	\$6,008,441.15	\$6,044,894.06	\$6,044,894.06	\$6,044,894.06
Hawaii	\$5,308,820.38	\$1,321,193.38	\$1,329,209.00	\$1,329,209.00	\$1,329,209.00
Idaho	\$5,765,502.09	\$1,434,846.66	\$1,443,551.81	\$1,443,551.81	\$1,443,551.81
Illinois	\$29,071,074.93	\$7,234,848.63	\$7,278,742.10	\$7,278,742.10	\$7,278,742.10
Indiana	\$18,023,565.11	\$4,485,481.37	\$4,512,694.58	\$4,512,694.58	\$4,512,694.58
Iowa	\$9,455,006.54	\$2,353,044.77	\$2,367,320.59	\$2,367,320.59	\$2,367,320.59
Kansas	\$11,421,305.95	\$2,842,393.00	\$2,859,637.65	\$2,859,637.65	\$2,859,637.65
Kentucky	\$9,381,168.34	\$2,334,668.83	\$2,348,833.17	\$2,348,833.17	\$2,348,833.17
Maine	\$4,852,206.22	\$1,207,556.92	\$1,214,883.10	\$1,214,883.10	\$1,214,883.10
Maryland	\$14,983,269.23	\$3,728,850.23	\$3,751,473.00	\$3,751,473.00	\$3,751,473.00
Massachusetts	\$14,559,577.74	\$3,623,407.17	\$3,645,390.19	\$3,645,390.19	\$3,645,390.19
Michigan	\$20,615,040.58	\$5,130,415.66	\$5,161,541.64	\$5,161,541.64	\$5,161,541.64
Minnesota	\$10,572,868.77	\$2,631,244.47	\$2,647,208.10	\$2,647,208.10	\$2,647,208.10
Montana	\$3,537,515.51	\$880,373.00	\$885,714.17	\$885,714.17	\$885,714.17
Nebraska	\$5,260,874.23	\$1,309,261.15	\$1,317,204.36	\$1,317,204.36	\$1,317,204.36
Nevada	\$6,131,236.22	\$1,525,866.05	\$1,535,123.39	\$1,535,123.39	\$1,535,123.39
New Hampshire	\$5,977,215.96	\$1,487,535.39	\$1,496,560.19	\$1,496,560.19	\$1,496,560.19
New Jersey	\$30,247,039.85	\$7,527,508.19	\$7,573,177.22	\$7,573,177.22	\$7,573,177.22
New York	\$44,019,837.62	\$10,955,111.30	\$11,021,575.44	\$11,021,575.44	\$11,021,575.44
North Carolina	\$27,315,478.83	\$6,797,937.60	\$6,839,180.41	\$6,839,180.41	\$6,839,180.41
North Dakota	\$3,214,353.01	\$799,948.33	\$804,801.56	\$804,801.56	\$804,801.56
Ohio	\$27,731,714.51	\$6,901,525.22	\$6,943,396.43	\$6,943,396.43	\$6,943,396.43
Oklahoma	\$9,800,479.44	\$2,439,021.78	\$2,453,819.22	\$2,453,819.22	\$2,453,819.22
Oregon	\$15,046,143.13	\$3,744,497.53	\$3,767,215.20	\$3,767,215.20	\$3,767,215.20
Rhode Island	\$6,920,643.09	\$1,722,323.82	\$1,732,773.09	\$1,732,773.09	\$1,732,773.09
South Dakota	\$3,642,929.38	\$906,607.09	\$912,107.43	\$912,107.43	\$912,107.43

Texas	\$61,576,401.23	\$15,324,371.12	\$15,417,343.37	\$15,417,343.37	\$15,417,343.37
Utah	\$7,540,013.66	\$1,876,465.10	\$1,887,849.52	\$1,887,849.52	\$1,887,849.52
Vermont	\$3,135,348.38	\$780,286.61	\$785,020.59	\$785,020.59	\$785,020.59
Virginia	\$21,263,008.18	\$5,291,673.79	\$5,323,778.13	\$5,323,778.13	\$5,323,778.13
Washington	\$13,925,676.20	\$3,465,649.61	\$3,486,675.53	\$3,486,675.53	\$3,486,675.53
West Virginia	\$5,994,739.20	\$1,491,896.34	\$1,500,947.62	\$1,500,947.62	\$1,500,947.62
Wisconsin	\$15,842,132.98	\$3,942,593.59	\$3,966,513.13	\$3,966,513.13	\$3,966,513.13
Costs Reimbursement	\$1,055,314.05	\$1,055,314.05			
TOTALS	\$700,000,000.00	\$175,000,000.00	\$175,000,000.00	\$175,000,000.00	\$175,000,000.00